



APPENDIX A8
AIA Contract Examples





WHY USE AIA DOCUMENTS?

The AIA Advantage:

Not All Standard Documents Are The Same.

The documents produced by The American Institute of Architects are the most widely used standard form contracts in the construction industry because:

AIA documents are fair.

AIA contract documents are consensus documents that reflect advice from practicing architects, contractors, engineers, owners, surety bond producers, insurers and attorneys. AIA documents balance the interests of all parties, so no one interest, including that of architects, is unfairly represented.

AIA documents reflect industry practices, not theory.

Where practices are inconsistent or no guidelines for practice exist, AIA documents provide a consensus-based model for practitioners to follow.

AIA documents reflect changing construction practices and technology.

AIA documents are revised regularly to accommodate changes in professional and industry practices, insurance and technology.

AIA documents reflect the law.

AIA documents are revised and updated to incorporate changes resulting from court interpretations and rulings, legal precedent and nuances.

AIA documents are flexible.

AIA documents can be easily modified to accommodate individual project demands. Such changes are easily distinguished from the original, printed language.

AIA documents are easy to interpret.

AIA documents use the common meaning of words and phrases. Industry and legal jargon is avoided whenever possible.



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A201 FAMILY OF CONTRACT DOCUMENTS

The A201 Family of documents represents three kinds of relationships:

- Owner-Contractor
- Owner-Architect
- Architect-Consultant

Owner-Contractor Relationships

A101 1997 Edition

Standard Form of Agreement Between Owner and Contractor, Stipulated Sum
Stipulated sum means fixed price. The A101 document adopts by reference and is designed for use with AIA Document A201. When used together, they are appropriate for most projects. For projects of limited scope, however, use of AIA Document A107 might be considered.

A107 1997 Edition

Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope, Stipulated Sum
This document contains abbreviated general conditions. It may be used when the owner and contractor have established a prior working relationship (e.g., a previous project of similar nature), or where the project is relatively simple in detail or short in duration.

A111 1997 Edition

Standard Form of Agreement Between Owner and Contractor, Cost of the Work Plus a Fee, With a Negotiated Guaranteed Maximum Price
This document adopts by reference and is intended for use with AIA Document A201. Together, A111 and A201 are appropriate for use on most projects requiring a negotiated GMP.

A201 1997 Edition

General Conditions of the Contract for Construction
A201 outlines the rights, responsibilities and relationships of the owner, contractor and architect. While not a party to the owner-contractor agreement, the architect performs certain duties described in detail in the general conditions. Since conditions vary by locality and by project, supplementary conditions are usually added to amend portions of the General Conditions (see AIA Document A511).

A201/SC 1990 Edition

Federal Supplementary Conditions of the Contract for Construction
For use on federally funded construction projects.

A401

Standard Form of Agreement Between Contractor and Subcontractor
Blank spaces are provided where the parties can supplement the details of their agreement. This form can be modified for use as a subcontractor- sub-subcontractor



1997 Edition agreement form.

Guide For Supplementary Conditions

**A511
1999 Edition**

The A511 is intended primarily for use in modifying A201. Similarly, the numbering used in this Guide follows the numbering of A201. Most of the suggested language in A511 can also be adapted for use in modifying A201/CMA, A271 and the abbreviated general conditions contained in A107 and A177. This Guide provides model language with explanatory notes to assist users in adapting the aforementioned documents to local circumstances.

Uniform Location of Subject Matter

**A521
1995 Edition**

A521 is a joint publication of the AIA and the Engineers Joint Contract Documents Committee (EJCDC), which is composed of the National Society for Engineers, American Consulting Engineers Council, and American Society of Civil Engineers. A521 guides the user in the determining the proper placement and phrasing of information customarily used on a construction project.

Instructions to Bidders

**A701
1997 Edition**

This document is used when competitive bids are to be solicited for construction of the project. Coordinated with A201 and its related documents, A701 contains instructions on procedures to be followed by bidders in preparing and submitting their bids, including bonding. Specific requirements, such as the amount and type of bonding, are to be attached to A701 as supplementary conditions.

Owner-Architect Relationships

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

**B141
1997 Edition**

This is the "flagship" document of the owner-architect series. It is a flexible contracting package that allows architects to offer a broad range of services to owners spanning the life of a project, from conception to completion and beyond. It is structured in a multi-part format consisting of a standard form of agreement and a standard form of architect's services. B141 is coordinated with the architect's duties and responsibilities as set forth in AIA Document A201, General Conditions of the Contract for Construction.

Standard Form of Amendment to the Agreement Between Owner and Architect Where the Architect Provides Construction Management Services as an Adviser to the Owner

**B144/
ARCH-CM
1993 Edition**

Under this amendment, it is not intended that the architect provide the owner with a guaranteed maximum price or dictate the means and methods of, or safety requirements for, the construction by contracting with subcontractors. Although similar in nature to AIA's construction manager-adviser documents, B144/ARCH-CM should not be used in conjunction with any CMA documents because the underlying premise of B144/ARCH-CM is that there are only three primary players on the project: the owner, the architect (who is also providing construction management services), and the contractor.

**B151
1997 Edition**

Abbreviated Standard Form of Agreement Between Owner and Architect

B151 is intended for use on construction projects for which the complexity and detail of



AIA Document B141 are not required, and where services are based on five phases: Schematic Design, Design Development, Construction Documents, Bidding or Negotiation, and Construction.

Standard Form of Agreement Between Owner and Architect for Designated Services

B163
1993 Edition

B163 is the most comprehensive AIA owner-architect agreement. This three-part document contains a list of 83 possible services divided among nine phases, covering pre-design through supplemental services. This detailed classification allows the architect to more accurately estimate the time and personnel costs required for a particular project. The architect's compensation can be calculated on a time/cost basis through the use of the worksheet provided in the Instructions.

Standard Form of Agreement Between Owner and Architect for Housing Services

B181
1994 Edition

This document was developed with the assistance of the U.S. Department of Housing and Urban Development and other federal housing agencies, and is primarily intended for use in multi-unit housing design. B181 requires that the owner (and not the architect) furnish cost-estimating services. It is coordinated with and adopts by reference AIA Document A201.

Standard Form of Agreement Between Owner and Architect For Limited Architectural Services for Housing Projects

B188
1996 Edition

B188 is a unique addition to the AIA Documents collection. Unlike its distant cousin B181, B188 is intended for use in situations where the architect will provide limited architectural services in connection with a development housing project. It anticipates that the owner will have extensive control over the management of the project, acting in a capacity similar to that of a developer or speculative builder of a housing project. As a result, the owner or separate consultants retained by the owner likely will provide the engineering services, specify the brand names of materials and equipment, and administer payments to contractors, among other project responsibilities. *B188 is not coordinated for use with any other AIA standard form contract.*

Duties, Responsibilities, and Limitations of Authority of the Architect's Project Representative

B352
1993 Edition

When and if the owner wants additional project representation at the construction site on a full- or part-time basis, B141 and other AIA owner-architect agreements reference B352 to establish the project representative's duties, responsibilities and limitations of authority. The project representative is employed and supervised by the architect. B352 is coordinated for use with B141, B163 and A201.

Guide for Amendments to AIA Owner-Architect Agreements

B511
1996 Edition

The model provisions in this 1996 Interim Edition of B511 may be used to amend most AIA owner-architect agreements, including:

- ♦ B141/CMA, 1992 Edition
- ♦ B141, 1987 Edition
- ♦ B151, 1987 Edition
- ♦ B163, 1993 Edition
- ♦ B171, 1990 Edition
- ♦ B177, 1990 Edition
- ♦ B181, 1994 Edition



- ♦ B188, 1996 Edition
- ♦ B727, 1988 Edition

This is an Interim Edition because we anticipate publishing a revised edition to coordinate with the 1997 Edition of B141 and A201.

Many of the provisions in B511 require special care in their application. Some provisions, such as a limitation of liability clause, further define or limit the scope of services or responsibilities. Other provisions introduce a new and different approach to the project, such as fast track. In all cases, the provisions in this Guide were selected because they deal with unique circumstances that are not typical enough for AIA's standard documents, which have nationwide--and not just local or specialized--application.

Standard Form of Agreement Between Owner and Architect for Special Services

B727
1988 Edition

B727 is the most flexible of the AIA owner-architect agreements, in that the description of services is left entirely up to the parties. Otherwise, many of the terms and conditions are very similar to those found in B141. B727 is often used for planning, feasibility studies, and other services (such as contract administration), which do not follow the complete phasing sequence of services set forth in B141 and other AIA documents.

Architect-Consultant Relationships

C141
1997 Edition

Standard Form of Agreement Between Architect and Consultant

C141 is most applicable to engineers, but may also be used by consultants in other disciplines providing services to architects. The provisions of C141 are in accord with those of B141 and A201.

C142
1997 Edition

Abbreviated Form of Agreement Between Architect and Consultant

C142 adopts the terms of a prime agreement between owner and architect by reference.

C727
1992 Edition

Standard Form of Agreement Between Architect and Consultant for Special Services

This form is intended for use when other C-Series documents are inappropriate. It is often used for planning, feasibility studies, post-occupancy studies, and other services that require specialized descriptions.

C801
1993 Edition

Joint Venture Agreement

This document is intended to be used by two or more parties to provide for their mutual rights and obligations. It is intended that the joint venture, once established, will enter into a project agreement with the owner to provide professional services. The parties may all be architects, all engineers, a combination of architects and engineers, or another combination of professionals. C801 provides a choice between two methods of joint venture operation: "division of compensation" and "division of profit and loss."

For more information regarding AIA contracts access the American Institute of Architects' Website:
www.e-architect.com